



RELEASE AND ASSUMPTION OF RISK

STATE OF TEXAS

COUNTY OF COLLIN

Known all men by these present that I, _____,
In consideration of being allowed to accompany Wylie Fire-Rescue personnel on official emergency response calls, do by these presents for myself, my heirs, executors, administrators, and assigns, hereby release and agree not to hold liable, the City of Wylie, it's officers, agents and employees from any and all actions, causes of action, claims, demands, costs or damages arising from or resulting from property damage, personal injuries or death sustained by me or my property while accompanying them.

I further agree by these presents for myself, my heirs, executors, administrators, and assigns, to indemnify, hold and save harmless the City of Wylie, it's agents, officers and employees, from any liability, action, claim damage, award or judgment incurred or suffered by the City or individuals as a result of any act or omission by me or caused by me while accompanying any employee, agent or officer of the City.

In addition, I make the following representations and acknowledgements upon which I intend the City of Wylie rely:

- 1) I understand agree that while accompanying any officer, agent or employee of the City during his/her emergency response calls, I am to be only an observer and bystander with no action role whatsoever, and that I will have and am given no duties, rights, powers or authority whatsoever other than those conferred by law upon any other person in like or similar circumstances as may arise from time to time and will under no circumstances interfere with the firefighters and police officers on scene or offer any advice or counsel to any person being questioned, investigated, taken into custody or hospital, or arrested by any officer.
- 2) Neither will I be considered an agent, servant or employee of the City of Wylie and thus, I will not be covered by the City for any worker's compensation, death or disability benefits;
- 3) I realize that I may and will at unpredictable times be placed in both foreseeable and unforeseeable positions of considerable danger that could cause injury, severe injury, permanent disability, death, mental anguish, stress disorder, mental disability, permanent mental disability, and agree that neither the City of Wylie nor any of its officers or employees shall be obligated to take any steps or actions

to protect my person or provide a means of withdrawal or retreat for me, and I hereby release them of any duty to do so intending hereby to willfully and voluntarily assume all risk inherent to any situation and under any circumstances that may arise incident hereto;

- 4) I agree that any information I may gain will be used by me only for my personal educational purposes except where I am summoned as a witness in any administrative or court proceeding.

Witness my hand this the _____ day of _____, 2____.

Applicant's Signature: _____

ACCEPTED BY WYLIE, TEXAS on _____(date); by

(Printed name),

_____(signature).